Tata Value Homes Ltd

When you buy your home with us.....

Customer Name:

We request you to ask us about things which matter to you.

INFORMATION	
Customer Name:	Flat Booked:
Project:	Date :
About The Drainet	
About The Project	
	and Amenities d APF nos. / Proposed bankers for Home loans
Documentation Formalities	
Flat details - Floor No. and F	nts on all pages of the application form
Details of Referrer / Sales As	ssociate mentioned in the application Form
TERMS AND CONDITIONS	
Cost Escalation Clause for programmer Handover date Lock-in Period Cancellation / Forfeiture cla Delayed Handover compens Delayed interest charges Transfer / Name addition or Maintenance Charges comm	use ation deletion/ Upgrade or Downgrade options and charges
REGULATIONS	
☐ TDS withholding Norms as a ☐ Stamp Duty and Registration ☐ Registration details	pplicable n Norms Charges as applicable
=	ur Contact Centre details / Central Response email id / Relationship Manager Co-ordinates. Terms and Conditions of signed application form will be enforceable. We seek your confirmation on having
Sales Manager:	

Dear Customer, we have tried our best to include in the list, all the aspects important to you in connection with the purchase of your home. We welcome your inputs on other aspects that can also be incorporated. You may please seek any additional information related to the purchase of your home. We earnestly request you to read the Application Form / Agreement for Sale before signing and in case of any doubts, please feel free to seek clarification to your satisfaction.

Signature:

APPLICATION FORM

	Application No
То,	
Smart Value Homes (Peenya Project) Pvt. Ltd.	
Corniche Al-Latheef	
Ground Floor – A Wing, No-25,	
Cunningham Road,	
Bengaluru–560052.	
Deligation 600002.	
Dear Sir,	
I/We request/offer that I/we may be registered for prov Bungalows (as mentioned in this Application Form) in the C	•
Dasanapura Hobli, Nelamangala Taluk, Bengaluru District,	
and 4/2, (hereinafter referred to as the "said Land" to be	e developed by Smart Value Homes (Peenya
Project) Pvt. Ltd. (hereinafter referred to as "SVHPP") having	ng its Regional office - South India at Corniche Al-
Latheef Ground Floor - A Wing, No-25, Cunningham Road, I	Bengaluru-560052 and registered office at Trade
World, B Wing, 2nd Floor, Kamala Mills, Senapati Bapat Mar	
1000	(D
I/We remit herewith a sum of Rs.	(Rupees
	only) drawn on
	Bank, Cheque No.
dated/ in favour of "	Peenya Sales Collection Account" payable at
Bengaluru/ at par as 'Application Money'.	
I/ We have clearly understood that this application does not	constitute an Agreement to Sell and I/We do not
become entitled to the provisional and/or final allotment of Res	sidential Apartment/ Bungalow notwithstanding the
fact that SVHPP may have issued a receipt in acknowledg	ement of the booking amount tendered with the
application and encashed the same. It is only after I/We am/are	_
from SVHPP, as per the SVHPP standard format that the allotm	
I/Mo have clearly understood and agreed that this applicat	ion form will be proceed by SVHDD only offer
I/We have clearly understood and agreed that this applicat	
payment/realisation of Application amount of Rs.	(Rupees
only) as specified in the Payment Schedule together with app	Dication form complete in all respects.
(Please fill in relevant portions of this APPLICATION FOR	•
portions that are not applicable and deposit this APPLICATION)N FORM in full.)

My/our particulars are given t	pelow for your referer	nce and record.		
	SOLE/FIRST	APPLICANT		
FULL NAME, in CAPI	TAL Letters (In the order of First, Mic	ddle and Last Name, leaving a s	pace between words)	
Name: Mr./Mrs./Ms.				
Son/Wife/Daughter of:				
Guardian's Name (if minor)	:			
Date of Birth:/	/	Gender: N	lale Fema	le
Nationality:				
Occupation:				
IT PAN:	(Mandat	ory) Marital Status	:Married Unma	arried Other
Residential Status: Resident	Non Resident Ir		of Indian Origin	
Correspondence Address (for Sole/ First Appli	,	ace between each part of the ad	ldress)
City	State		Pin Coo	de
Phone: Home		Work		
Mobile				
Email:				
I confirm to receive all commun Permanent Address:	nications including demand		a email	
City	State		Pin Coo	de
Phone: Home		Work		
Mobile				
Employment Type: Salaried	Self employed	Current F	Residence: Owne	d Rented
Profession/ Job Title:				
Company Name:				

JOINT / SECOND APPLICANT

	(In the order of First, Middle and Last		ords)
Name: Mr./Mrs./Ms.			
Son/Wife/Daughter of:			
Relation with the First Applicant:			
Date of Birth://		Gender: Male	Female
Nationality:			
Occupation:			
IT PAN:			Unmarried Other
Residential Status: Resident	Non Resident Indian etween each part of the address)	Person of Indian (
City	State		Pin Code
Phone: Home	V	Vork	
Mobile	<u></u>		
Email:			
I wish to receive all communications incl Correspondence Address (for Join	· ·		
City	State		Pin Code
Phone: Home			
Mobile			
Employment Type: Salaried	Self employed	Current Residence	e: Owned Rented
Profession/ Job Title:			
Company Name:			

COMPANY AS AN APPLICANT

Name of Company/ Firm/ Trust :				
Date of Incorporation: _		ween each part of the address)		
Registered Office Address	ss:			
City	State		Pin Code	
	(Please leave a space between	,		
Correspondence Addres	s:			
City	State		Pin Code	
Name & Designation of t	he contact person:			
Phone: Home		Work		
Mobile				
Email:				
Company/Firm/Trust PAI				

*PROVISIONAL REGISTRATION FOR THE FOLLOWING FLAT / APARTMENT

(i)	Flat / Apartment Types	2 BHK Compact	2 BHK Optima 2 BHK Elite 3 BHK		
(")	D. W. C. M.	2 BHK Ultima			
(ii)	Building No.: F				
(iii)	Saleable Area (SA) sq. ft	Carp	et Area (CA) sq. ft.		
*Regi	stration of only one Flat / Apartm	ent per application permitted.			
I /W	e opt for escalation-free price [Clause 7B not applicable]	Signature of the Applicant(s)		
1	e opt for Price subject to escala	ation			
[as i	mentioned in clause 7B]		Signature of the Applicant(s)		
		PAYMENT			
(i)	Sale Price		Rs		
(ii)	Preferential Location Charg	ges	Rs		
(iii)	Floor rise		Rs		
(iv)	Club House Development (Charges	Rs		
(v)	(v) Deposits and other charges		As mentioned in Annexure 'A'		
(vi)	(vi) Total Sale Price		Rs		
(vii)	Whether the Applicant is an e	mployee of SVHPP Group?	Yes No		
(viii	If yes, provide a copy of the	e I- Card / proof of identity			
		THE DIRECTOR/S OF TAT	TA OR SVHPP OR THE ENTITY/S ARE INTERESTED*		
	ether the Applicant/s is Directors of SVHPP Group?		Yes No		
If yes	, then kindly provide details in A ı	nnexure 'B'			
*Non	*Nomination by:				
	First Applicant:				
	Name of the Nominee Contact Number:				
	econd Applicant:				
N	Name of the Nominee Contact Number:				

APPLICANT/ Co-APPLICANT WHETHER PIO / NRI

information/conditions stated in the accompanying GENERAL TERMS and CONDITIONS includir consideration of the units and price and payment schedules. By signing this Application form, I/We chereby solemnly accept and agree to abide by the terms and conditions as stipulated in the accompanying GENERAL TERMS AND CONDITIONS, which may be modified or amended by SVHPP. 3. I/We hereby give my/our irrevocable consent to become member of a body of the Residential Apartmer Bungalow owners to be formed in accordance with the applicable acts, rules and bye laws and execur necessary documents as and when required. 4. I / We hereby declare that and confirm that I am/ We are a Non Resident Indian and I /We shad comply with all the statutory compliances as required from time to time under applicable laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever. OR 5. I / We hereby declare that and confirm that I am/ We are a Person of Indian Origin and I / We shad comply with all the statutory compliances as required from time under applicable laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever. (Tick if applicable) 6. I/We have signed this application form after having read and understood what is written in this form. 7. I /We, confirm that the sale is direct / through Sales Associate Mr./M/s. Signature of the First/Sole Applicant Signature of the First/Sole Applicant Signature of the First/Sole Applicant	Whe	ether the Applicant/s is NRI?		Yes		No	
Indian and I/We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and SVHPP shall not be liable for the same in any manner whatsoever. We shall keep SVHPP informed about any change in the above status. Whether the Applicant/s is PIO? Whether the Applicant/s is PIO? Whether the Co-Applicant/s is PIO? I / We hereby declare that and confirm that I am/ We are a Person of Indian Origin and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and SVHPP shall not be liable for the same in any manner whatsoever. We shall keep SVHPP informed about any change in the above status. DECLARATION 1. If We hereby solemnly declare that all the foregoing facts are true to the best of my/our knowledge are nothing relevant has been concealed or suppressed. If We also undertake to inform SVHPP of an future changes related to the information and details shown in this Application Form. I/We hereby also declare that I/we have read and understood the terms and conditions and all oth information/conditions stated in the accompanying GENERAL TERMS and CONDITIONS includire consideration of the units and price and payment schedules. By signing this Application form, I/We hereby solemnly accept and agree to abide by the terms and conditions as stipulated in it accompanying GENERAL TERMS AND CONDITIONS, which may be modified or amended by SVHPP stall not be liable for the same in any manner whatsoever. (Tick if applicable) We hereby declare that and confirm that I am/ We are a Non Resident Indian and I / We she comply with all the statutory compliances as required from time to time under applicable laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever. (Tick if applicable) We hereby declare that and confirm that I am/ We are a Person of Indian Origin and I / We she comply with all the statutory compliances as required from time to time under applicable laws/ rule and SVHPP shall not be	Whether the Co -Applicant/s is NRI ?			Yes		No	
Whether the Co-Applicant/s is PIO? If We hereby declare that and confirm that I am/ We are a Person of Indian Origin and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and SVHPP shall not be liable for the same in any manner whatsoever. We shall keep SVHPP informed about any change in the above status. DECLARATION	India requi not	an and I/We shall comply with all the statutory compliances as irred from time to time under applicable laws/ rules and SVHPP shall be liable for the same in any manner whatsoever. We shall keep	(S	ignature of	f the Ap	oplicant/s)	
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Indian Origin and I / We shall comply with all the statutory compliances as required from time to time under applicable laws/ rules and SVHPP shall not be liable for the same in any manner whatsoever. We shall keep SVHPP informed about any change in the above status. DECLARATION	Whe	ether the Co -Applicant/s is PIO ?		Yes		No	
 I/We hereby solemnly declare that all the foregoing facts are true to the best of my/our knowledge an nothing relevant has been concealed or suppressed. I/We also undertake to inform SVHPP of ar future changes related to the information and details shown in this Application Form. I/We hereby also declare that I/we have read and understood the terms and conditions and all oth information/conditions stated in the accompanying GENERAL TERMS and CONDITIONS includir consideration of the units and price and payment schedules. By signing this Application form, I/We chereby solemnly accept and agree to abide by the terms and conditions as stipulated in the accompanying GENERAL TERMS AND CONDITIONS, which may be modified or amended by SVHPP. I/We hereby give my/our irrevocable consent to become member of a body of the Residential Apartmer Bungalow owners to be formed in accordance with the applicable acts, rules and bye laws and execunecessary documents as and when required. I / We hereby declare that and confirm that I am/ We are a Non Resident Indian and I /We sha comply with all the statutory compliances as required from time to time under applicable laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever.	India as re shal	an Origin and I / We shall comply with all the statutory compliances equired from time to time under applicable laws/ rules and SVHPP I not be liable for the same in any manner whatsoever. We shall keep	(S	(Signature of the Applicant/s)			
nothing relevant has been concealed or suppressed. I/We also undertake to inform SVHPP of ar future changes related to the information and details shown in this Application Form. 2. I/We hereby also declare that I/we have read and understood the terms and conditions and all othe information/conditions stated in the accompanying GENERAL TERMS and CONDITIONS includir consideration of the units and price and payment schedules. By signing this Application form, I/We of hereby solemnly accept and agree to abide by the terms and conditions as stipulated in the accompanying GENERAL TERMS AND CONDITIONS, which may be modified or amended by SVHPP. 3. I/We hereby give my/our irrevocable consent to become member of a body of the Residential Apartmer Bungalow owners to be formed in accordance with the applicable acts, rules and bye laws and execun necessary documents as and when required. 4. I / We hereby declare that and confirm that I am/ We are a Non Resident Indian and I /We she comply with all the statutory compliances as required from time to time under applicable laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever. (Tick if applicable) OR 5. I / We hereby declare that and confirm that I am/ We are a Person of Indian Origin and I / We she comply with all the statutory compliances as required from time to time under applicable laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever. (Tick if applicable) laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever. (Tick if applicable) laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever. (Tick if applicable) laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever. (Tick if applicable) laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever. (Tick if applicable) laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever. (Tick if applicable) laws/ rule and SVHPP shall not be liable for the same in any manner		DECLARATION					
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5. I / We hereby declare that and confirm that I am/ We are a Person of Indian Origin and I / We sha comply with all the statutory compliances as required from time to time under applicable laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever. (Tick if applicable) 6. I/We have signed this application form after having read and understood what is written in this form. 7. I/We, confirm that the sale is direct / through Sales Associate Mr./M/s. Signature of the First/Sole Applicant Signature of the First/Sole Applicant Signature Of the Joint / Second Applicant Sules Associate Signature / Seal Date://	4.	comply with all the statutory compliances as required from time to time under applicable laws/ rule and SVHPP shall not be liable for the same in any manner whatsoever.					
7. I /We, confirm that the sale is direct / through Sales Associate Mr./M/s. Signature of the First/Sole Applicant SVHPP – Confirming Party Sales Associate Signature / Seal Date://	5.	I / We hereby declare that and confirm that I am/ We are a Perso comply with all the statutory compliances as required from time	to tim	ie u <u>nd</u> er ap	oplicab	le laws/ rule:	
Signature of the First/Sole Applicant Signature of the First/Sole Applicant SVHPP – Confirming Party Sales Associate Signature / Seal Date://	6.	I/We have signed this application form after having read and unde	rstoo	d what is w	ritten ir	n this form.	
Signature of the First/Sole Applicant Signature of the Joint / Second Applicant SVHPP – Confirming Party Sales Associate Signature / Seal Date://	7.	I /We, confirm that the sale is direct / through Sales Associate Mr./I	M/s				
SVHPP – Confirming Party Sales Associate Signature / Seal Date:/			Si				
Place:	Date:	/					
	Place	:					

CHECK - LIST FOR RECEIVING OFFICER:

- a) Application money Cheque/Demand Draft/Pay Order.
- b) Customer's full signature on all pages of the Application form at portions indicated.
- c) PAN No. and copy of PAN Card / Undertaking.
- d) Any relationship disclosure/s made in Annexure B above, shall be promptly informed to the Secretarial Department at the Corporate Office of SVHPP in the specified format.
- e) Email ID and Mobile No. of the applicant(s)/Authorised signatory in case of Company /Firm /Trust.
- f) Proof of residence (Ration card/ electricity bill /phone bill/ driving licence / voter's identity card/ Aadhar card)
- g) If the Applicant and /or co-applicant is an NRI, kindly attach a true copy of the Applicant's valid Passport.
- h) If the Applicant and /or co-applicant is a PIO, kindly attach a true copy of the Applicant's valid Passport and document evidencing PIO status.
- i) Please mention application number/ Flat number and name of applicant behind the cheque and all supporting documents.
- j) If the Applicant is a Corporate entity then the copy of Memorandum Of Association (MOA), Board Resolution, Power of Attorney of the authorized signatory.
- k) For Partnership Firm: Partnership Deed along with authority in favour of Partner to sign application/documents/cheque.
- I) For Trust: copy of Trust Deed.
- m) Form submitted through authorized representative: Authorization/ POA duly attested where a person is signing the application in capacity of POA holder.

GENERAL TERMS & CONDITIONS

1. WHO CAN APPLY

1.(a) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian, whether an Indian citizen or Non-Resident Indian Citizen or a Person of Indian origin, resident in India or abroad (in case of minor, age proof and name of natural guardian is required). Joint application by only two natural persons is permitted.

Indian Resident Applicants should attach a copy of their Income Tax Permanent Account Number Card (PAN Card). Non-Resident Indian/ Person of Indian Origin (PIO) should attach a copy of the document showing their NRI/PIO status with the filled Application Form.

The Applicant(s)/Allottee(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/or all other statutory provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. The Applicant(s)/Allottee(s) shall also furnish the required declaration to SVHPP on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and Person of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees.

In case any such permission is ever refused or subsequently found lacking by any Statutory Authority the amount paid towards booking and further consideration will be returned by SVHPP as per rules without interest and the allotment cancelled forthwith and SVHPP will not be liable in any manner on such account.

In case of foreign remittance the net amount credited to SVHPP's bank account shall be taken as amount received and necessary bank charges shall be borne by the Applicant.

1.(b) Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate, as the case may be, as also a copy of the Income Tax Permanent Account Number Card (PAN Card) is to be submitted along with the application form).

2. APPLICATION FOR ALLOTMENT

- 2.(a) The Applicant(s) {Intending Allottee(s)} has/have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of an Residential Apartment/ Bungalow in the complex to be developed on the said Land by SVHPP.
- 2.(b) That the term Allottee(s) shall mean and include his/her/their/ heirs, executors, administrators, successors and legal representatives.
- 2. (c) That the Allottee(s) has/have applied for allotment of a Residential Apartment/ Bungalow in the complex with full knowledge of the laws, notifications, rules and regulations applicable to the said Land/complex and has fully satisfied himself/herself/ itself about the right and interest of SVHPP in the said Land/complex.
- 2.(d) The expression 'allotment' wherever used herein (including the Application Form) shall always mean 'provisional allotment' and will remain so till such time a formal Agreement for Sale, is executed by SVHPP in favour of the Allottee(s). However, the provisional allotment shall be subject to timely payment of the total price and all related dues to SVHPP.
- 2.(e) That the Allottee(s) hereby undertakes that he/she/it shall abide by all laws, rules and regulations

- and terms and conditions of the concerned Authorities and/or of the Government of Karnataka, the Local Bodies and/or other authorities applicable to the said Land and/or the complex.
- 2.(f) The Allottee(s) has/have verified and is satisfied with the documents/deeds, which entitles SVHPP to allot the Residential Apartment/Bungalow, and such allotment of the Residential Apartment/Bungalow to the Allottee(s) shall be made by SVHPP on the terms and conditions as contained herein.

3. APPLICATION PROCEDURE

- 3.(a) The completed Application Form along with the Receipt duly filled and signed by the applicant(s) together with the Cheque in favour of "Peenya Sales Collection Account", payable at Bangalore / at par for the amount of Application money as shown in the Price and Payment Schedule annexed hereto as Annexure 'A'.
- 3.(b) SVHPP or its authorized agents will acknowledge receipt of the Cheque/Demand Draft Bank Draft/Pay Order by signing the acknowledgment slip. There will be no other acknowledgement for receipt of the Application Form and the Application money paid.
- 3.(c) If any of the cheque submitted by the Applicant(s)/ Allottee(s) to SVHPP is dishonored for any reasons then SVHPP shall intimate the Applicant(s)/ Allottee(s) of the dishonour of the cheque and the Applicant(s)/ Allottee(s) would be required to tender a Cheque of the same amount to the SVHPP within ten (10) days from the date of dispatch of such intimation by the SVHPP and the same shall be accepted subject to 'Dishonour Charges' of Rs. 2000/- (Rupees Two Thousand only) for each dishonuor. In the event the said Cheque is not tendered within the stipulated time period mentioned herein, then the Allotment may be cancelled at the sole and unfettered discretion of SVHPP subject to provisions in Clause No. 6 (b) hereunder

4. ALLOTMENT PROCEDURE

- 4.(a) SVHPP will communicate its decision to the Applicant(s)/ Allottee(s) within 120 (One Hundred and Twenty) days from the date of receipt of the Application. If the Application is not accepted, the Application Money shall be returned without interest.
- 4.(b) If the Application is accepted by SVHPP the Applicant(s)/ Allottee(s) will be sent a communication within the time mentioned above to that effect by way of an Allotment Letter (hereinafter referred to as "the said Allotment Letter") and thereafter all such necessary documents transferring the undivided share and interest in the land along with an entitlement of an allotted Residential Apartment/ Bungalow (hereinafter also referred to as "Agreement") will be executed between SVHPP and the Applicant(s)/ Allottee(s). The terms and conditions of the Agreement shall be as may be decided by SVHPP in its sole and unfettered discretion
- 4.(c) The Applicant(s)/ Allottee(s) agree/s to abide by the terms and conditions set forth in the said Allotment Letter and the Agreement and also agree/s to sign the Agreement formally accepting the terms of sale and the Applicant(s)/ Allottee(s) agree/s to comply with all statutory requirements as applicable.
- 4.(d) On acceptance of the Application by SVHPP, the Application money shall be treated as 'Application Money' towards Agreement. The Applicant/s shall be required to make payments in accordance with the annexed Schedule of Payments.

5. SCRUTINY, REJECTION AND REFUNDS

5.(a) Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance and/or relevant documentary evidence will be liable to be rejected. Application(s) containing information known to the applicant as false are liable to be summarily rejected and allotment shall stand cancelled whenever such defect are detected at any point of time even if

allotment has been made. Upon such cancellation, the installments paid will be refunded without any interest after deduction of applicable charges as stated in clause 6(b).

5.(b) Application money received from the applicants will be refunded without interest to the applicant(s) who are unable to get an allotment from SVHPP and Cheque for such refund shall be dispatched within 60 (sixty) days from the date of letter communicating the non-allotment of the Residential Apartment/ Bungalow.

6. WITHDRAWAL OF APPLICATION / CANCELLATION OF ALLOTMENT

6.(a) **Before Allotment**

Applicants may withdraw their application prior to the allotment and may get full refund of the Application money without any interest within 45 days of receipt of the communication of withdrawal.

6.(b) After Allotment

- (I) The Allotee shall be entitled to cancel the allotment and upon such cancellation SVHPP shall refund the monies paid by the Allotee without interest subject to forfeiture of following sums as detailed hereunder:
 - (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 15% of the Sales price
 - (ii) Interest due in case of default, calculated till date of receipt of cancellation intimation
 - (iii) All taxes paid and / payable up to the date of cancellation.
- (II) SVHPP on default of payment by the Allottee or upon default mentioned in clause No. 11(b), shall be entitled to cancel the Allotment before registration of the Sale Deed and in such event the monies paid by the Allottee(s) shall be refunded without any interest subject to forfeiture of following sums as detailed hereunder:
 - (i) Application Money or the actual amount paid whichever is higher subject to a maximum of 15% of the Sales price
 - (ii) Interest due upon such default and
 - (iii) All taxes paid and payable up to the date of cancellation.
- (III) SVHPP shall exercise the said right of cancellation/termination of the said Allotment Letter and/or the Agreement (as the case may be) subject to the following terms and conditions:
 - (i) Upon non receipt of payment within due date, SVHPP shall issue a notice to the Allottee to pay the amounts due within 60 (Sixty) days of the date of notice. The Allottee shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 9 (b) hereunder.
 - ii) Upon non payment, SVHPP shall in its sole, absolute and unfettered discretion be entitled to cancel/ terminate the allotment or the Agreement (as the case may be) upon the expiry of the 60 (sixty) days period as mentioned in the notice. SVHPP will issue a cancellation / termination letter without any further notice to the Allottee.
 - iii) In the event the payments are not received by SVHPP within 60 days as aforesaid on the due date, the allotment will be cancelled. SVHPP, will endeavor to give notice of cancellation of Allotment but not obliged to so.
 - (iv) Upon the cancellation and termination of the said Allotment Letter and/or the Agreement for Sale (when executed), SVHPP shall be at a liberty to sell or otherwise dispose off the Residential Apartment/ Bungalow and the right to use the Parking Space/s to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as SVHPP may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) shall not be entitled to raise any objection or dispute in this regard.

7.A PRICE

7.(i) Payment

Price indicated in the Price and Payment Schedule shall be paid as per **Annexure 'A'** as applicable. This plan requires payment of allotment money and respective installments as indicated in the said schedule.

The price is exclusive of VAT, Service tax and all the other levies as applicable. Further the Allottee shall be liable to pay any taxes as may be levied by any appropriate authorities and as may be applicable from time to time, which shall be separately charged and recovered from the Allottees(s) as may be applicable.

7.(ii) The Applicant/s hereby agrees that, the Applicant/s shall be responsible and liable to pay VAT (under Karnataka Value added tax Act), Service Tax and / or such other levies, statutory charges etc. as may be applicable on transfer and sale of Residential Apartment/Bungalow and undivided interest therein by SVHPP to the Applicant. The Applicant would also be liable to pay interest/ penalty / loss incurred to SVHPP on account of the Applicant's failure and /or delay to pay the VAT / Service tax and/or such other levies, statutory charges etc., within 7(seven) days of being called upon by SVHPP, without assigning any reasons for the same.

The Applicant/s hereby agrees that the Applicant/s shall be liable to pay any taxes, levies statutory charges imposed by appropriate authorities applicable to the transfer and sale of Residential Apartment/ Bungalow with retrospective effect and if any recovery proceedings in consequence thereof are initiated.

It is further agreed by the Applicant/s that the Applicant shall before obtaining the possession of the said Residential Apartment/ Bungalow pay the requisite amount of VAT, Service tax and any other tax (if applicable) for construction / sale of the Residential Apartment/ Bungalow to SVHPP.

In addition to the above, the Applicant further agrees to pay Goods and Services Tax (GST) upon introduction of GST in India by the Government of India as may be applicable on the transaction of transfer and sale of Residential Apartment/ Bungalow by SVHPP to the Applicant.

7. (iii) Maintenance charges, deposits, electrical meter deposit, documentation/legal charges and other charges as may be applicable, shall be separately charged along with applicable taxes thereon.

7.B PRICE ESCALATION: [Not applicable in case of escalation-free price option]

The Applicant(s) agree/s and understand/s that the Sale Price towards of the said Apartment/Bungalow is interalia based on following factors i.e. the cost of materials and labour as on the end of the quarter in which the booking is received. However, if there is any increase or decrease in the cost of construction material and labour upto 5% (five percent) till the date of possession as mentioned hereinabove from the date of application then, the same shall be absorbed by SVHLPP. If there is any increase in the cost of construction material and labour beyond 5% (five percent) (hereinafter referred to as 'Escalation Charges') then the same shall be borne by the Purchaser(s) and if there is any decrease in the cost of construction material and labour beyond 5% (five percent) then the same shall be refunded by SVHLPP.

Computation of Escalation Charges shall be based on the respective RBI indices published in the RBI bulletin.

The respective RBI indices are:

- Steel indices published as Steel Long in the category of Basic Metals, Alloys & Metal Products.
- Cement indices published as Cement & Lime in the category of Non-Metallic Mineral Products.
- Fuel & Power-indices published as Fuel & Power
- Other Building Construction materials indices published as All Commodities in the Index Numbers of Wholesale Prices in India.
- Labour indices published as Consumer Price Index Numbers for Industrial Workers.

A. Estimated Percentage of various cost component as follows

 Steel
 15%

 Cement
 20%

 Other Construction Material
 30%

 Fuel and Power
 5%

 Labour
 30%

- B. Escalation shall be computed at the end of every quarter till the date of possession as appearing in the Application / Agreement (when executed).
- C. Prevailing indices at the time of booking shall be taken as opening indices.
- D. Weighted average of all these quarters to be taken as the closing indices for computation of escalation charges.
- E. Escalation Charges shall be calculated on the over all cost of construction material and labour and not on the individual components mentioned hereinabove.
- F. The term 'Quarter' shall mean period from January March, April June, July September and October December.

It is agreed by and between the Applicant(s) and SVHPP that Rs. _____ (Rupees _____ only) out of the Sale Price of the said Apartment/Bungalow shall be treated as the cost of construction material and labour.

SVHPP shall appoint a Chartered Accountant to independently verify the Escalation Charges as computed by SVHPP from time to time. Such verified Escalation Charges shall be paid/refunded (or adjusted), as the case may be, by/to the Applicant(s) at the time of offer of possession of the Said Apartment/Bungalow to the Applicant(s).

The calculation of the escalation charges shall be done as per the formula appearing in the Annexure "C".

Escalation Charges, as intimated to the Applicant(s) shall be final and binding on the Applicant(s). The Applicant(s) agree/s and understand/s that any default in payment of the Escalation Charges shall amount to a breach of the terms and conditions of this Agreement. The possession of the said Apartment/Bungalow shall not be handed over to Applicant(s) unless Escalation Charges are paid in full along with delayed interest, if any, as stipulated under this Agreement."

7.C Possession Time and Compensation:

- (a) SVHPP shall endeavor to give possession of Residential Apartment/ Bungalow to the Applicant on or before ______ and subject to provisions of sub-clause (b), (c) and (d) also force majeure circumstances and reasons beyond the control of SVHPP (Date of Possession).
- (b) In the event, possession of Residential Apartment/ Bungalow is delayed beyond the date as agreed hereinabove interalia for any reason mentioned then, Applicant shall be entitled to extension of 2 [Two] months (Extended Date) for giving possession of Residential Apartment/ Bungalow, failure to hand over possession beyond the Extended Date by SVHPP. In such an event, Applicant shall be entitled to seek compensation from the expiry of the Extended Date @ 6% (six percent) per annum on the amounts paid till date towards the Sales Price (excluding stamp duty, registration fee, VAT, tax, etc paid to the authorities) of Residential Apartment/ Bungalow. The aforesaid compensation shall be payable till date of receipt of occupation certificate or any other certificate required for occupation of Residential Apartment/ Bungalow (OC Date). Further, the aforesaid compensation, if any accruing, shall be payable/adjustable only at the time of handing over the possession of Residential Apartment/ Bungalow. It is expressly clarified that no compensation shall be payable by SVHPP for any time period beyond the OC Date, irrespective of Applicant not taking possession of the Residential Apartment/ Bungalow. However, the compensation shall not be paid in the following events:

 For the period of delay caused in getting essential infrastructure facilities such as electricity, water supply etc. beyond the extension in case of force majeure circumstances as mentioned hereinabove,

and/or

- ii) If the Applicant commit/s any breach of terms and conditions contained herein.
- (c) Project may not have the infrastructure in place as on the date of booking or at handing over of possession as the same is to be provided by the government /nominated government agency. Since this is beyond the control and scope of SVHPP, therefore, Applicant shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of Residential Apartment/Bungalow in the Project.
- (d) SVHPP shall, after the OC Date, intimate Applicant (s) in writing that Residential Apartment/ Bungalow is ready for the occupation ("Intimation"). Applicant shall within 20 days from the Intimation make payment of the full amount due and payable for Residential Apartment/ Bungalow as per the terms of the Agreement to be executed . Upon receipt of all amounts due and payable from Applicant as aforesaid, SVHPP shall inform Applicant in writing, thereby offering/inviting Applicant to take over possession of Residential Apartment/ Bungalow ("Offer of Possession"). Applicant shall within a period of 45 days from the date of Offer of Possession complete possession formalities by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as SVHPP may prescribe and complete the inspection of Residential Apartment/ Bungalow. Applicant shall give atleast 7 days prior intimation to SVHPP informing his intent to come for possession formalities, Applicant shall at the time of inspection take over the physical possession of Residential Apartment/ Bungalow, however, in the event, any snags recorded during the inspection, SVHPP shall reasonably address the same within a period of 30 days, provided such observations are notified to on the same day of inspection by Applicant and upon completion of 30 days, Applicant shall take over the possession of Residential Apartment/ Bungalow, which shall be deemed to be the Date of Possession, irrespective whether Applicant has taken possession or otherwise.

8. PARKING SPACES FOR RESIDENTIAL APARTMENT/BUNGALOW

Allotment of parking space/s shall be governed by the scheme of development which will be detailed out in the Agreement to be executed.

9. TIME OF PAYMENT OF ALLOTMENT MONEY/INSTALLMENTS AND OTHER DUES

- 9.(a) It shall be incumbent on the Allottee(s)s to comply with the terms of payment in respect of the Residential Apartment Bungalow and any other sums payable under the General Terms and Conditions. Timely payment shall be the essence of each transaction.
- 9.(b) Payment of installment, and all other dues shall have to be made within due dates as would be mentioned in the demand letter(s) of SVHPP to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of allotment. Part payments will not be accepted after the due dates. Allottee(s)s are liable to pay interest on the amount due @ 18% per annum from the date on which the amount falls due, to the date of payment, both days inclusive. All payments received will be first applied towards applicable taxes/interest and other dues, if any, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable taxes and interest, if any.

In case of such cancellation SVHPP shall deduct charges as provided in clause 6(b) and the Allottee(s) shall have no right, title, lien, claims or demands against the allotted Residential Apartment/ Bungalow. All amounts paid by the Allottee(s) on various accounts will be refunded without any interest after deduction of charges as stated in clause 6(b). In addition to the above SVHPP shall also forfeit the full amount of VAT/service tax collected/payable by the Allottee(s) upto the date of the cancellation.

10. TRANSFER OF RESIDENTIAL APARTMENT(S)/ BUNGALOW(S) AND TRANSFER FEE

10.(a) The Applicant(s)/Allottee(s), cannot transfer the booking or allotment in favour of a third party for 12 (
Twelve) months from the date of allotment of the Residential Apartment/ Bungalow. Transfer of booking may be permissible after 12 (Twelve) months subject to approval by SVHPP, who may at its sole discretion permit the same on payment of transfer charges of 3 % of the Sale Price, [taxes extra] and other administrative charges as may be fixed by SVHPP from time to time, submission of inter alia affidavit/ undertaking/request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by SVHPP. Stamp duty as applicable on this transfer shall be paid by the transferor / transferee. The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to SVHPP on the date of submission of the request application.

However, the Applicant(s) / Allottee(s) agree/s and undertake/s to

- i) pay the administrative charges as fixed by SVHPP;
- Execute Agreement For Sale/ register the Sale Deed (as the case may be) in view of the changes by properly entering into Deeds/s documents and writings in case the Sale Deed is already registered before effecting the transfer as aforesaid. However, such transfer shall be allowed only once.
- 10.(b) However, any time after allotment and before the execution of the registered Sale Deed in respect of the Residential Apartment/ Bungalow transfer fees of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra] shall be payable in case such transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee/Applicant and upon execution of such registered Agreement in respect of the Residential Apartment/Bungalow the parties to the Agreement should only join as parties in the Sale Deed in respect of the Residential Apartment/Bungalow.
- 10.(c) Any time after allotment and before the execution and registration of the Sale Deed in respect of the Residential Apartment/Bungalow the inclusion/ deletion of the name/s of the spouse or child, parents or brother or sister of the original Allottee as new Joint Allottee or change of Joint Allottee or swapping / interchanging between the First and Second / Joint Applicant / Allotee is permissible subject to charges of Rs.10,000/- (Rupees Ten Thousand only) [taxes extra].
- 10.(d) The request for transfer, inclusion, deletion or swapping between the Applicants / Allotees as mentioned in clause 10 (b) and 10(c) shall be allowed only once and subject to clearing all the sums that shall be due and payable to SVHPP on the date of submission of the request application.

11. DOCUMENTATION FOR TRANSFER

- 11.(a) It will be SVHPP's endeavor to execute and register the Agreement of the Residential Apartment(s) / Bungalow(s) within the complex before handing over possession of the Residential Apartment/Bungalow. The Agreement /deed of transfer will be drafted by the Solicitors/Advocates of SVHPP and shall be in such form and contain such particulars as be approved by SVHPP. No request for any changes, whatsoever, in the Agreement for Sale /deed of transfer will be entertained.
- 11.(b) In case, the Allottee(s) fails or neglects to get the Execution of Agreement/ Sale Deed registered within the date notified, physical possession of the Residential Apartment/ Bungalow to the Allottee(s) may be withheld by SVHPP and penalty if any payable under relevant laws for delay in completion of the registration of Agreement will be payable by the Allottee(s) till the registration of the Agreement is completed. SVHPP shall have the right to cancel the allotment in case the Allottee(s) fails to have the Agreement registered within 30 (Thirty) days from the date notified to the Allottee(s). Upon such cancellation, the amounts received from the allottee will be refunded without any interest but after deduction of applicable charges as stated in clause 6(b).
- 11.(c) The Allottee(s) will be required to pay, on demand, to SVHPP or to the Concerned Authorities, as may be so decided by SVHPP the applicable stamp duty and registration charges for registration of the Agreement and/or deed of transfer of their respective Residential Apartment(s) / Bungalow(s).

12. GENERAL

- 12.(a) It is understood that the applicant(s) has/have applied for allotment of Residential Apartment(s) / Bungalow(s) with full knowledge of all the law/notifications and rules applicable to the said Land/complex/project area, which have been fully understood by the applicant(s). It is further understood that the applicant have fully satisfied himself/herself about the right, and/or interest of SVHPP in the said Land / Complex on which construction of the complex will be/are being constructed.
- 12.(b) It is understood that the applicant has applied for allotment of an Residential Apartment/ Bungalow for residential purpose only.
- 12.(c) The Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to the allotment and to do all acts, deeds and things as SVHPP may require in the interest of the complex and Residential Apartment/ / Bungalow owners. In case of Joint Allottee, any document signed/accepted/acknowledged by any one of the Allottee(s) shall be binding upon the other Allottee.
- 12.(d) The expression 'Complex' wherever used in these terms and conditions which will be known as "NEW HAVEN".
- 12.(e) The Applicant/s is / are aware that the plan approval of the complex is under process and SVHPP at its sole discretion shall have the right to effect suitable and necessary alterations in the layout plan and/ or specifications, as and when required due to sanction / revision of building plans, technical reasons, site conditions or any other reasons, which may involve all or any of the changes, such as, increase/decrease in size, change in floor-plan, layout, change in its number etc. However, if there is any increase / decrease in the areas, the differential amount will be adjusted / payable on pro rata basis.
- 12.(f) The Allottee(s) of the Residential Apartment(s) / Bungalow(s) shall pay, as and when demanded, the maintenance including security deposit for providing, maintaining and up-keeping the Complex and other deposits and charges for the various services to be provided in the Complex, as may be determined by SVHPP or the maintenance agency appointed for this purpose, as the case may be.
- 12.(g) The Allottee(s) undertakes to join any society/ association of the Residential Apartment(s) / Bungalow(s) Owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by SVHPP in its sole discretion for this purpose.
- 12.(h) The Applicant/s agree/s and confirms that if in the event of any major alteration/s / modification/s of the said building plans resulting in an increase/ decrease in the Carpet/ Saleable area of the Apartment/ Flat upto 10% due to alterations in the layout plan and/ or specifications, as and when required due to revision of building plans, technical reasons, site conditions or any other reasons, in that event such increase/ decrease shall be acceptable to the Applicant/s. In case, any change in plans, specifications or location due to change of plans, permission, consent etc. is given by statutory authorities, the same shall be fully binding on the Applicant/s.
- 12.(i) The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/complex and the amenities and the facilities and the apartment(s) as shown in the various booklets/inserts of the application form shall be subject to changes/ variations. SVHPP may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, which is, deem appropriate or as may be directed by competent authorities and statutory bodies
- 12.(j) SVHPP reserves the right to create charge on this Complex for obtaining development and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to SVHPP and the Allottee(s) whenever asked in support of by SVHPP in this regard, shall give and grant to SVHPP, his/her/their/its specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Allottee(s) shall be of the essence of allotment of the Residential Apartment/ Bungalow. Failure on the part of the Allottee(s) to implement and comply with this essential condition will be

treated as a breach of the said Allotment Letter and/or the Agreement for Sale (as the case may be), and SVHPP shall thereupon be entitled to cancel and terminate the said Allotment Letter and/or the Agreement For Sale (as the case may be). However, on or before the execution of the Agreement for Sale, the respective Residential Apartment/ Bungalow of the Allottee(s) will be freed from all such encumbrances.

- 12.(k) SVHPP will have the right to decide which block(s)/building(s) to construct first. All the buildings may not be constructed simultaneously.
- 12.(I) SVHLPP has made clear to the Allottee(s) that it may be carrying out extensive developmental/ construction activities at any time in future in the entire area falling outside the land beneath footprint of the Building, in which his/ her Apartment/Bungalow is located and that the Allottee(s) has confirmed that he/ she shall not raise any objections or make any claims or default in any payments as demanded by SVHPP on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities.
- 12.(m) It is made clear that the Allottee(s) shall have no right to claim partition of the said land and/ or common areas/facilities and even the Apartment/Bungalow is not partitionable.
- 12.(n) Due to any operation of law or any statutory order or otherwise as may be decided by SVHPP, if a portion of the entire scheme or the entire scheme is discontinued or truncated then the Allottee(s) affected by such discontinuation or truncation will have no right of compensation from SVHPP. SVHPP will, however, refund all the money (excluding taxes) received from the Allottee(s) and deduction.
- 12.(o) In case during the course of construction and/ or after the completion of the complex, further construction on any portion of vacant land or building or terrace becomes possible, SVHLPP shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Allottee(s) in the said Land and/ or in the common area/s and facilities shall stand varied accordingly. All the Allottee(s) shall be deemed to have given their consent to such construction by SVHLPP.
- 12.(p) In the event of paucity or non-availability of any material SVHPP may use alternative materials/ article but of similar good quality. Decision of SVHPP on such changes shall be final.
- 12.(q) Certain infrastructure like Complex level drainage, sewerage, approach road inside the Complex including street lighting, firefighting equipment's and its water supply network etc. may be common with other zones/dwelling Residential Apartment(s)/Bungalow(s) within the Complex, the maintenance and management of which will lie in the hands of an apex body of such zones/ dwelling Residential Apartment(s) Bungalow(s) association/registered institutional body formed or any other alternative arrangement which SVHPP finds most suitable for proper maintenance of such common facilities of Complex. The Association of Residential Apartment/ Bungalow owners will be required to be a member of such apex body and will also be required to contribute proportionately towards contingency fund and towards maintenance expenses of all such areas and facilities. However, SVHPP will charge the individual Allottee(s), from the date of notice of possession the required maintenance fee till such time the Association of Residential Apartment/ Bungalow owners takes over the management and maintenance of the complex. In the event of individual society/ association of Residential Apartment/ Bungalow owners of each building is formed, SVHPP may retain the maintenance deposit till the completion of the project for maintenance of common infrastructure. The balance deposit if any remaining shall be handed over thereafter either to the respective society/association of Residential Apartment/ Bungalow owners or to the Apex Body.
- 12.(r) The Terms and Conditions contained here shall be deemed to form part of the Application by the intending Allottee(s) and all allotments shall be strictly subject to these Terms and Conditions. All designs, measurements, specifications mentioned and stated therein are tentative and subject to changes.
- 12.(s) All correspondence will be made with first applicants at the address for correspondence on SVHPP's record initially indicated in the Application Form. Any change of address will have to be notified in writing to SVHPP at its regional office and acknowledgement obtained for such change. In case there

- is a joint allottee, all communication shall be sent by SVHPP to the first allottee and which shall for all purposes be considered as served on both Allottees.
- 12.(t) The applicants must quote the application number/Customer ID as printed in the acknowledged Payin-Slip and on allotment, their Residential Apartment/ Bungalow Number as indicated in the said Allotment Letter, in all future correspondence.
- 12.(u) SVHPP will not be responsible for providing access road and other infrastructure facilities which are controlled by Government Agencies/Statutory Authorities.
- 12.(v) In addition to the Applicant(s)/ Allottee(s) liability to pay interest as mentioned hereinabove, the Applicant(s)/ Allottee(s) shall also be liable to pay and reimburse to SVHPP, all the costs, charges expenses and penalty / interest due thereon, whatsoever, which are borne, paid and/or incurred by SVHPP for the purpose of enforcing payment of and recovering from the Applicant(s)/ Allottee(s) any amount/s or due/s whatsoever payable by the Applicant(s)/ Allottee(s) under this Application Form or the Allotment Letter (when issued) or the Agreement/ Sale Deed (when executed).
- 12.(w) If for any reason(s), is not in a position to allot the Residential Apartment(s)/ Bungalow(s) applied for due to revision of the building plans or for any reasons whatsoever beyond the control of SVHPP, SVHPP shall refund only the actual amount paid, without any interest and SVHPP shall not be liable for payment of any compensation on this account whatsoever
- 12.(x) It is made clear that the Allottee(s) shall have no right to claim partition of the said land and/ or common areas/facilities and even the Residential Apartment(s)/Bungalow(s) is not partitionable.
- 12.(y) The Applicant(s) confirm/s that he/ she does not have any objection for SVHPP sending communication via telephone or e-mail regarding its upcoming projects and related offers.
- 12.(z) Infrastructure costs like water, electricity and sewerage connection charges will be applicable/charged at actuals as determined at the time of handover.

13. DISCLAIMER FOR SHOW APARTMENT/BUNGALOW

13.(a) Standard fittings:

The Applicant(s) agree/s and understand/s that all the materials and fittings which are exhibited in the sample Apartment/Bungalow may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Apartment/Bungalow agreed to be constructed.

13.(b) Interiors:

The Applicant(s) agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the sample apartment are provided only to give a vision of a furnished Apartment/Bungalow as per the advice of the interior designer. The layout of the show Apartment/Bungalow may have been changed at some places as per the advice of the interior designer.

13.(c) Dimensions:

The Applicant(s) also agree/s and understand/s that the dimensions and the area of the said Apartment/Bungalow, which is agreed to be constructed, shall vary from this show Apartment/Bungalow based on the floor, block and location of the Apartment/Bungalow.

14. BREACH

Should the Allottee(s) fail to perform or observe any of the stipulations contained herein, SVHPP shall have the right to cancel the allotment. In the event of such cancellation the Application money, allotment money, installments, maintenance charges, deposits, electrical meter deposit, documentation/legal charges and any other amount (excluding taxes) received by SVHPP, shall be returned to the Allottee(s) after deduction of due interest, if any, on delayed payments and administration charges.

15. JURISDICTION AND ARBITRATION

- 15.(a) All disputes or differences relating or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.
- 15.(b) However, disputes which cannot be settled amicably, shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by SVHPP at Bengaluru only. The proceeding of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.
- 15.(c) All disputes/issues arising out of this transaction will be subject to exclusive jurisdiction of Courts at Bengaluru.

16. SEVERABILITY

In the event that any one or more of the provisions contained in this application shall be declared invalid, illegal, void or unenforceable, SVHPP and the Applicant shall co-operate in all such ways as to open them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this application.

Annexure 'A'

(Price and Payment Schedule)

Instalment	Particulars	Amount Payable
Booking Amount	On Booking	Rs
Installment 1	Booking between 1st to 14th of the calendar month- 10th of the next month Booking between 15th to 31st of the calendar month- 25th of the next month	20% of Total Sale Price less Booking Amount
Installment 2	45 days after 1st Installment	10% of Total Sale Price
Installment 3	Completion of basement works upto podium	15% of Total Sale Price
Installment 4	Completion of precast erection for first 4 levels	20% of Total Sale Price
Installment 5	Completion of precast erection upto terrace level	15% of Total Sale Price
Installment 6	Completion of finishing work including services & commissioning	15% of Total Sale Price
Installment 7	On Intimation of Possession	5% of Total Sale Price + Other Charges
	TOTAL	100%

Other Charges		
Electric Meter Connection and transfer/BESCOM		
Charges Advance Maintenance		
Charges for 2 years		
Interest Free Maintenance Deposit (IFMD)		
Property Assessment / Khata Transfer Charges		
Water Connection Charges		
Legal Charges		
Association formation charges		
Township Development/EDC & IDC		
Refundable Interior Deposit		
Generator Charges		

NOTE:

- 1. Total Sale Price = Sale Price + Clubhouse Development Charges.
- 2. Maintenance charges, Deposits, legal fees, stamp duty, registration fees, others, VAT & Service Tax etc., if any whenever called for shall be paid/ payable by the Applicant/ Purchaser.
- 3. Service Tax and VAT are payable on the consideration at the rate applicable from time to time.
- 4. At the time of booking, the amount due beyond 20% as per the payment plan shall be payable within the time period of the 2nd instalment as mentioned above.

Annexure 'B'

RELATIONSHIP WITH THE DIRECTOR/S OF SVHPP OR THE ENTITY/S IN WHICH SUCH DIRECTOR/S IS/ARE INTERESTED

(i)	Specify the name/s of the director/s with whom the Applicant/s is related alongwith the nature of relationship with the Applicant/s	Name/s: Nature of Relationship:
(ii)	Whether the Applicant/s is/are interested in the entity/s in which director/s of SVHPP is/are interested?	Yes / No (Tick as applicable)
(iii)	If yes in Sr. No. (ii) above then specify the name/s of the Entity/s in which the Applicant/s is interested.	Name/s of the Entity/s: Nature of Interest:

If any director/s or relative of such director/s of SVHPP is a partner in partnership firm then such partnership firm or any partner of such partnership firm shall be deemed to be interested OR If any director/s or relative of such director/s of SVHPP is a director or a shareholder in a private company then such a company or its director/s or shareholder/s shall be deemed to be interested OR If any director/s or relative of such director/s of SVHPP is a trustee in any trust then such trust or any trustee of such trust shall be deemed to be interested OR If any director/s or relative of such director/s of SVHPP is a director and/or a shareholder holding 2% or more equity shares in a public company then such company or its director/s shall be deemed to be interested.

ANNEXURE 'C'

PROCEDURE FOR CALCULATION -AN EXAMPLE

Sale Price: Rs. ABC p.s.ft.

Construction Cost Rs. XYZ p.s.ft. out of the Sale Price of the Apartment

Date of application:

Date of Possession:

Opening and Weighted Average Closing RBI indices

Sr. No.	Items	Weightages in construction cost	RBI opening indices (Date of Application)	Weighted RBI indices (Averg. Of all qtrs. Till date of possession)
1	Steel	15	100	140
2	Cement	20	100	95
3	Other Building Construction Material	30	100	122
4	Fuel & Power	5	100	120
5	Labour	30	100	121

Calculation of escalation Charges:

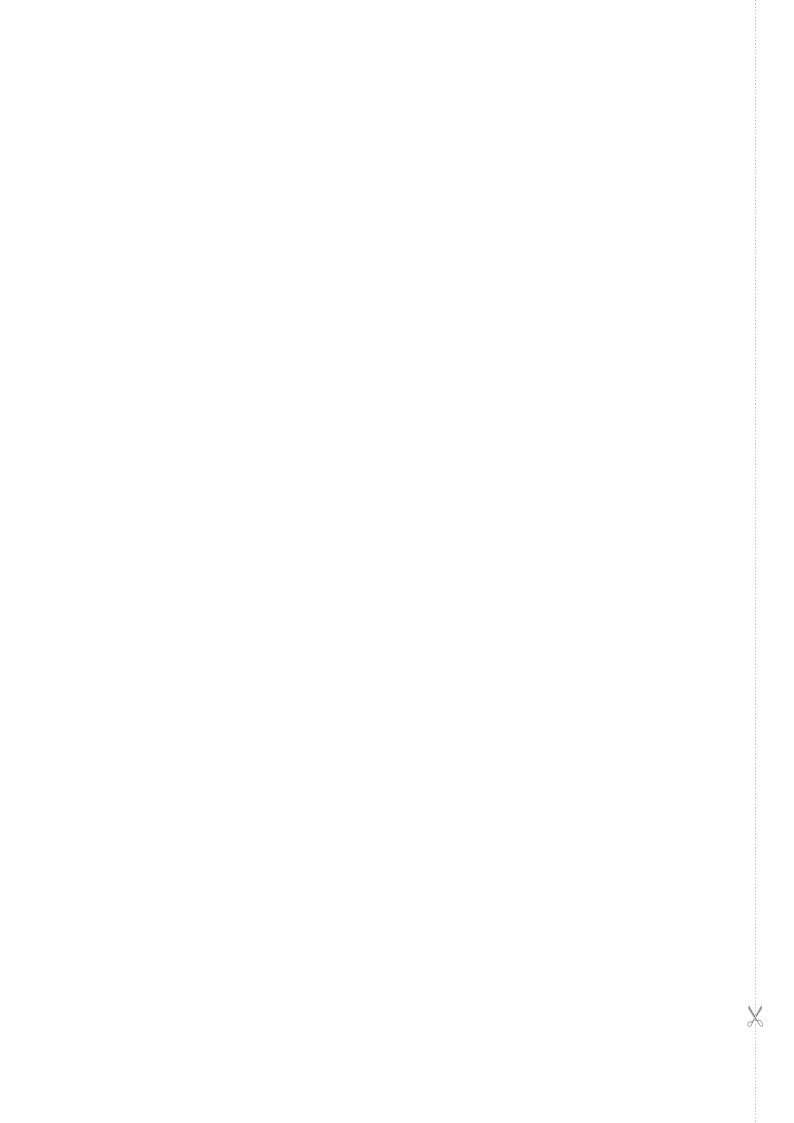
Formula: Weightage of the Item X {(Weightage Average of Index - Opening Index)/ Opening Index)}

Sr. No.	Items	[CALCULATIONS of ESCALATION from the date of Application till date of possession]	% Cost ESCALATION in construction cost
1	Escalation in Steel	15% x (140-100)/100	6%
2	Cement	20% x (95-100)/100	(-) 1%
3	Other Building Const. Material	30% x (122-100)/100	6.6%
4	Fuel & Power	5% x (120-100)/100	1%
5	Labour	30% x (121-100)/100	6.3%
-	-	% Escalation (On construction cost)	+ 18.90%
-	-	% Escalation beyond 5% (Recoverable/payable)	+ 13.90%
-	-	Escalation cost recoverable from Applicant(s)	=XYZ* 13.90% = Rs. PQR p.s.ft.

ACKNOWLEDGEMENT SLIP

Received Application No.:	
Name of the Sole /First Applicant:	
BA /BA /BA /BA /	ne order of First, Middle and Last Name, Leaving a space between words)
Cheque/Demand Draft/Pay Order No. :	Dated:/
Drawn on	Bank
	Branch.
Date:/	
	Name & Signature of Sales Person







CUSTOMER FEEDBACK FORM

Code : A1	
	Customer Code No
Project Name :	
Apartment Details :	
Name: Mr./Mrs./Ms.:	First Name Surname
Mobile No. :	Email :
Date of Birth:/_	_/
Current Address :	
Residential Status	: Indian NRI/PIO Foreign National
Current Residence	: Owned Rented Company owned Family
Status	: Single Married
Occupation/Employment	Status (Self) :
Self Employed	: Doctor Lawyer CA
	Consultant Others:
Business	: Trading Manufacturing IT/ITES/Software
	Banking/Financial Services Others:
Service	: Manufacturing IT/ITES/Software Banking/Financial Services
	Hospitality Others:



Spouse marine :				
Spouse's Date Of Birth :	/ / /			
Marriage Anniversary :	//			
Spouse's Occupation :	Service	Homemaker	Self Employed	
Is Spouse Second Applicant :	Yes	No		
Spouse Residential Status :	Indian	NRI	PIO	
Monthly Household Income (Rs.):			
Upto Rs. 25,000	Rs. 25,000 - Rs. 50	0,000 Rs. 50,00	0 - Rs. 75,000 R	s. 75,000 - Rs. 1L
Rs. 1L - Rs. 1.5L	Rs. 1.5L - Rs. 2L	Rs. 2L - R	Rs. 5L R	s. 5L & above
Do you own Vehicle/s Four Whe	eler : Yes	☐ No		
If YES : Brand/Model 1				
2				
3				
Is this going to be your first home	e purchase :	Yes N	No	
Reason for purchase :	f-use [Investment	Rentout	
Sec	cond Home [Retirement Home	For Pare	nts/Son/Daughter
How did you get to know of our p	project?			
Advertisements (News	paper / Magazine)	Online (Website / E	Email / Search Engine / \	Web Banner)
Hoarding		Sales Associate / E	Broker	
News Article		Friend / Relative / 0	Colleague	



SALES OFFICE EXPERIENCE:	Excellent	Good	Satisfactory	Poor
How did you like the response at reception?				
How do you like the Sales Office Ambience?				
How did you like the Walk Through Presentation of the project?				
How did you like the Brochure of the project?				
How did you find the Courtesy/Behaviour of the Sales Person attending you?				
How did you find the Quality and Comprehensiveness of the information provided?				
How do you rate the Unit Plan Layout of the project?				
How do you rate the Design & Aesthetics of the Project?				
SITE VISIT EXPERIENCE: (If Applicable)	Excellent	Good	Satisfactory	Poor
SITE VISIT EXPERIENCE: (If Applicable) How do you rank the visibility of Direction Markers to the site?	Excellent	Good	Satisfactory	Poor
	Excellent	Good	Satisfactory	Poor
How do you rank the visibility of Direction Markers to the site?	Excellent	Good	Satisfactory	Poor
How do you rank the visibility of Direction Markers to the site? How did you like the response at reception?	Excellent	Good	Satisfactory	Poor
How do you rank the visibility of Direction Markers to the site? How did you like the response at reception? How do you rank the Ambience and Cleanliness of Show Flat?	Excellent	Good	Satisfactory	Poor
How do you rank the visibility of Direction Markers to the site? How did you like the response at reception? How do you rank the Ambience and Cleanliness of Show Flat? How did you like the Walk Through Presentation of the project?		Good	Satisfactory	Poor
How do you rank the visibility of Direction Markers to the site? How did you like the response at reception? How do you rank the Ambience and Cleanliness of Show Flat? How did you like the Walk Through Presentation of the project? How did you like the Brochure of the project?		Good	Satisfactory	Poor
How do you rank the visibility of Direction Markers to the site? How did you like the response at reception? How do you rank the Ambience and Cleanliness of Show Flat? How did you like the Walk Through Presentation of the project? How did you like the Brochure of the project? How did you find the Courtesy / Behaviour of the Sales Person attending you? How did you find the Quality and Comprehensiveness of the		Good	Satisfactory	Poor
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How do you rate the project overall?		
Excellent Good	Satisfactory	Poor
Feedback on our Project:		
Why did you choose to buy in this project: _		
Any other comparable projects you visited	1 2	
	3	_
Signature		Date
communication via telephone or e-mail rega	not have any objection for TATA HOUSING and arding its upcoming projects and related offers. bited in the show flat may vary as to its make, o	
appearance from the ones provided in the a The interiors, furniture, kitchenette and fixtu		vision of a furnished apartment
The dimensions and the area of the flat, wh block and location of a specific flat.	ich is agreed to be constructed, shall vary from	n this show flat based on the floor,
I do not wish to receive any communication from Ta	ata Housing and its subsidiaries regarding its upcoming proje	ects/ products/ services and related offers.

